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**Master Vendor Agreement**

This Master Vendor Agreement (“MVA” or the “Agreement”) is between World Vision, Inc. (“WVUS” or “Client”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor”). This Agreement has a term of \_\_\_\_\_\_\_ ( ) years beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This Agreement consists of:

* The following terms and conditions
* Any applicable Statement of Work
* Any applicable addenda, including documents linked to herein

The parties shall describe the services or products to be provided in one or more Statements of Work, in accordance with the provisions set forth below, which are hereby incorporated as part of this Agreement.

1. **Definitions**

The following terms used in this Agreement have the meanings indicated:

* 1. “**Affiliate(s)**” means any legal entity that either (a) owns, is owned by, or is commonly owned with a party (ownership meaning having more that 50% ownership or the right to direct the management of the entity); (b) World Vision International (WVI) and any of the entities operating under the name of “World Vision” by license from WVI.
  2. “**Change Order**” is a written document which sets forth changes to a SOW. Each Change Order signed by the parties is hereby incorporated into this Agreement.
  3. “**Claim(s)**” means all third-party claims, actions, demands, proceedings, damages, proceedings, costs, or liabilities of any kind.
  4. Costing methodsunder this Agreement are defined as:
     1. “**Fixed Cost Work**” means finished products, licensing, technology maintenance and support (which Vendor offers all its customers) or other Deliverables specified in Statement of Work as Fixed Cost Work.
     2. “**Variable Cost Work**” means services Vendor’s staff performs to meet the requirements of WVUS. Examples include but are not limited to: professional services; marketing agency services; technology customization, implementation and integration; time & materials work.
  5. **“Days”** means calendar days unless “business days” is specifically referenced.
  6. “**Deliverable**” means any work product created, delivered, or service performed by Vendor.
  7. “**Purchase Order**” or “**PO**” means a document that outlines the conditions of payment associated with a Statement of Work.
  8. “**Statement of Work**” or “**SOW**” is a written document which sets forth Deliverables to be provided by Vendor under the approved terms of a SOW.
  9. “**Subcontractor**” means any entity Vendor contracts with to assist in providing a Deliverables under this Agreement. Vendor is fully accountable for completion of all Subcontractor Deliverables.

1. **Statement of Work**

Content & Format. Each SOW shall describe work consistent with the template provided by WVUS.

* 1. Header Statement of SOW
     1. Each SOW shall include the following header statement:

This Statement of Work, assigned WVUS purchase order #PO\_\_\_\_\_, is hereby incorporated as part of the Master Vendor Agreement (“Agreement”) dated \_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor”) and World Vision, Inc., (“WVUS”) and is subject to all provisions of Agreement.

* 1. Subcontractor Costs. Subcontractor costs must be set forth in SOW unless Deliverable is paid using the rates or fees in Exhibit A.
  2. Vendor’s Coordination with Subcontractors
     1. Unless stated otherwise in SOW, no commission or mark-up is paid under this Agreement.
     2. Vendor shall pass to WVUS the benefit of any commission or rebate Vendor receives from a Subcontractor associated with any purchase made on behalf of WVUS under this Agreement.
  3. Travel. Vendor shall estimate costs in SOW for each trip a person takes, documenting the cost for air fare, ground transportation, hotel, and meals.

2.6.1 Vendor can use per diems published by the Government Services Administration (GSA) found at: <http://www.gsa.gov/portal/content/104877> for lodging and meals only.

2.6.2 Air fare must be Coach or Economy class.

2.6.3 Car rental must be Intermediate or Economy class.

* 1. Materials & Supplies. Vendor shall estimate the cost of all materials and supplies in SOW, providing a reasonable description and amount, or on a price per unit basis and estimating total number of units.
  2. Mutual Accountability. WVUS depends on Vendor’s expertise and effective management of its obligations. Likewise, Vendor depends on WVUS to provide adequate support, timely decisions, and approvals. Therefore:
     1. Any increased costs, including Vendor’s time, due to issues caused by Vendor (including, but not limited to Vendor’s personnel, replacement of critical staff, communications, service level, etc.) shall be borne by Vendor, not WVUS.
     2. Issues which impact SOW which WVUS is responsible for shall be approved in accordance with a Change Order.
  3. Changes to SOW. The parties must execute a Change Order prior to Vendor performing any change to SOW involving scope of services, increased cost, or extending term of SOW.
  4. Duration. Any Statement of Work executed prior to effective date of the expiration of this Agreement shall remain in full force and effect in accordance with its terms, including the terms and conditions of this Agreement, which are incorporated therein by reference.

1. **Purchase Order (PO)**
   1. WVUS will email PO to Vendor for each SOW the parties execute.
      1. Vendor agrees to comply with conditions of payment in PO.
2. **Variable Cost Work**

4.1. Estimating. Variable Cost Work must be estimated in SOW. Vendor must detail the cost of each role, skill set, or fee from Exhibit A (Pricing Exhibit).

4.1.1 Variable cost work is paid in arrears and in accordance with Section 7 of this Agreement. Vendor will invoice for Variable Cost Work monthly, after the last day of the month services were performed in, unless the parties agree to a different invoicing/payment schedule in SOW.

4.1.2. WVUS has no obligation to pay the cost of work that exceeds the estimated amount of Variable Cost Work in SOW without a signed Change Order.

4.2. Pricing.

4.2.1. Vendor will list hourly rates for each role/skill set Vendor provides under this Agreement in Exhibit A.

4.2.2. The parties can indicate a fee for a repetitive task or activity in Exhibit A, under the following conditions:

(a) The task or activity is predictable.

(b) The task is not practical to invoice for time expended.

(c) Vendor is not capable of recording time.

4.3. Recording of Time**.** Vendor will record the true and accurate time Vendor’s employees and Subcontractors expend for WVUS.

4.3.1. Vendor shall instruct its employees and Subcontractors to record their actual time expended, rounding off time in no more than 10-minute increments.

4.3.2. Vendor shall not alter time recorded by its employees or Subcontractors.

4.3.3. Vendor is not required to record time for a task or activity in 4.2.2.

4.4. Reporting of Time. Vendor will provide reporting of time as specified in SOW.

4.5. Non-chargeable time. Vendor will not charge WVUS for time that involves the following:

4.5.1. Time associated with the negotiation or renewal of this Agreement.

4.5.2. Phone calls that are less than 10 minutes.

4.5.3. Administration associated with recording and reporting time.

4.5.4. Time associated with orientation of new staff (when such changes were not planned) or errors made by Vendor’s staff.

4.6 Auditing of Time. Vendor shall maintain complete and accurate records in accounting for actual time expended in accordance with the requirements herein.  Vendor agrees to maintain and make available to WVUS such records for a period of twelve (12) months from completion of applicable SOW.

1. **Fixed Cost Work**
   1. Application. Fixed Cost Work applies to Deliverables described in 1.4.1. The parties can indicate Variable Cost Work as Fixed Cost Work provided work was awarded to Vendor from a WVUS competitive bid.
   2. Acceptance. Unless otherwise agreed in SOW, WVUS will evaluate Deliverable and accept or reject it within 10 days after receipt; otherwise, the Deliverable will be deemed accepted. Vendor will have 15 days to fix any Deliverable after receiving notice from WVUS. If Vendor does not fix Deliverable, WVUS may reject Deliverable and its payment without further obligation to Vendor to resolve the issue.
   3. Payment. The parties will agree to payment terms for Fixed Cost Work in SOW.
2. **Intellectual Property and Ownership of Deliverables**
   1. Definition. Intellectual Property (IP) means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including:
      1. Copyrights, trade secrets, trademarks and service marks, patents, inventions, designs logos and trade dress, “moral rights,” publicity rights and privacy rights; and
      2. Any application or right to apply for any of the rights referred to in Section 6.1.1, and all renewals or extensions.
   2. Ownership of Pre-existing IP. Each party will own and retain all rights to its pre-existing IP and any IP developed outside of this Agreement.
   3. Ownership of Deliverables – Work for Hire. All Deliverables performed under this Agreement are “work made for hire” for WVUS under applicable copyright law, unless expressly stated otherwise in SOW. WVUS ownership over all such Deliverables shall be subject to Vendors retention of its rights in any pre-existing IP as set forth in Section 6.1. To the extent the Deliverables do not qualify as a work made for hire, Vendor assigns all right, title, and interest in and to the Deliverables to WVUS. At WVUS request and expense, Vendor shall sign documents and take any other action reasonably necessary to evidence, perfect or protect WVUS rights in the Deliverables.
   4. Vendor’s Use of WVUS Materials
      1. “WVUS Materials**”** means any tangible or intangible materials (including, but not limited to video, photographs, written content in any format, hardware, or software) provided by or on behalf of WVUS to Vendor to perform the Services. WVUS Materials include any modifications to, or derivative works of, the foregoing materials.
      2. WVUS grants Vendor a nonexclusive, revocable license to copy, use, and distribute any WVUS Materials provided to it to the extent necessary to meet the obligations made under this Agreement. WVUS retains all other interest in WVUS Materials. Vendor has no right to sublicense its right to use the Materials, except as necessary to Vendor’s Subcontractor. This license will terminate automatically on the expiration or termination of either this Agreement or the applicable SOW, whichever occurs first. Vendor will promptly return any WVUS Materials on request or termination of Vendor’s license.
   5. Derivatives. Any derivative works associated with Deliverables that Vendor creates (e.g., photography or video work) not specifically requested by WVUS, but nevertheless created by Vendor as a result of Vendor’s access to WVUS information or WVUS venue or other means as a result of this Agreement, where such is not available to the general public, shall not be publicly distributed, sold, or used by Vendor for any purpose without the express written consent and release of such marketable derivatives by WVUS, and, if applicable, the individual/subject of such work.
3. **Invoicing & Payment**

7.1 Payment Terms

* + 1. If Vendor has provided electronic remittance information to WVUS (e.g., ACH) Vendor will be paid within 30 days after receipt of Vendor’s correct invoice (unless different payment terms are agreed-to in SOW).

7.1.2. If payment must be made by check WVUS will pay Vendor within 45 days after receipt of Vendor’s correct invoice (unless different payment terms are agreed-to in SOW).

7.1.3. Payment will be in U.S. dollars.

7.1.4. Vendor is responsible for any expenses not described in SOW.

(a) Vendor has no right of offset against amounts WVUS owes.

* 1. Invoice Submission
     1. VENDOR’S INVOICE MUST BE IN ACCORDANCE WITH PO.

(a) Invoice must reference PO number.

(b) Submit invoices to: [invoice@ap.worldvision.org](mailto:invoice@ap.worldvision.org)

(c) VENDOR AGREES THAT ONLY ONE INVOICE PER EMAIL WILL BE SUBMITTED AT A TIME.

1. Invoice must comply with “Conditions of Payment” specified in PO.

7.2.2. WVUS is not responsible for payment of invoices that do not comply with PO.

(a) Incorrectly submitted invoices will be returned to Vendor to re-submit.

7.3. Invoicing Variable Cost Work

* + - * 1. Invoices must detail cost of each role, skill set, or fee described in SOW.
        2. Unless stated otherwise in SOW, Variable Cost Work is invoiced after it has been performed.
        3. Unless stated otherwise in SOW, no prepayment or advances are allowed.
        4. Vendor will not invoice WVUS for time associated with Section 4.5.
  1. Payment for Travel Expenses

7.4.1. Vendor’s invoices for reimbursement of travel expenses shall not exceed the amounts estimated in SOW, and shall include the following:

* + - * 1. PO number which travel expenses are authorized under.
        2. A copy of each expense’s receipt, with exception to expenses that a GSA per diem applies to.

7.4.2. Expenses that exceed Coach Class air fare will not be paid.

7.4.3. Expenses that exceed Intermediate Class car rental will not be paid.

* 1. Taxes
     1. Vendor is responsible for paying all country, federal, state, and local taxes on revenue received from WVUS.
     2. WVUS will pay all applicable taxes identified in SOW, allocated by law to the purchaser, but which Vendor collects and pays on behalf of WVUS.
  2. Disputed Amounts. WVUS may dispute any invoice amount (each, a “Disputed Amount”) by providing written notice. WVUS will notify Vendor in writing of any Disputed Amount within 30 days of receiving applicable invoice. Neither failing to provide notice nor payment of an invoice is a waiver of any claim or right. WVUS will have 30 days from the date a dispute is resolved to pay Vendor.
  3. Late Invoices. WVUS has no obligation to pay any invoice received 120 days or more after the date Vendor was required to invoice WVUS under this Agreement. This does not apply to:
     1. Disputed Amounts.
     2. Rejected invoices subject to correction.
     3. Invoices, which are delayed due to the actions or inactions of WVUS.
     4. Delays agreed upon in writing.
  4. Outstanding Amounts. Amounts past due are subject to an interest rate of 1% per month, unless it is a Disputed Amount resolved within a reasonable period-of-time.

**8. Confidential Information.** Confidential Information (CI) is to be exchanged between the parties to the minimum extent necessary to fulfill the requirements and work performed under this Agreement. The parties hereby agree to, and incorporate by reference, the definitions, usage and restrictions related to CI that are contained in the Non-Disclosure Agreement (NDA) found at: <http://wvuscontracts.org/wp-content/uploads/2019/11/wv-nda.pdf>. By signing below, the Vendor certifies that it has read and agrees to the terms contained in the NDA.

**9. Data Security and Protection.**

9.1 Data must be authenticated, authorized, encrypted, physically controlled and destructed in a way that meets or exceeds the minimum requirements found at <http://wvuscontracts.org/wp-content/uploads/2024/03/2020.03.14-Data-Security.pdf>

9.2 Vendor agrees to the terms and conditions for Data Processing found at <http://wvuscontracts.org/wp-content/uploads/2024/03/Data-Processing-Agreement-2024.02.pdf>

**10. Warranty & Indemnification**

10.1. Representations and Warranties

* + 1. The parties warrant that each has the right and authority to enter into this Agreement and in compliance with all applicable country (federal), state, and local laws, registration, and associated requirements in providing or receiving work under this Agreement.
    2. Vendor warrants that all Deliverables under this Agreement including any intellectual property Vendor brings under this Agreement, does not and will not violate, infringe, or misappropriate any intellectual property rights of any third party, governmental or judicial authority and does not infringe any copyright or other proprietary rights, including the right of privacy or publicity. Further, such Deliverables shall not contain material that is scandalous, libelous, obscene, or knowingly violates rights of privacy or publicity, or any other rights of any person, firm, or entity, or is contrary to the laws of the United States or the country such work is performed in.

10.2. Indemnification by Vendor. Vendor will defend, indemnify, and hold harmless WVUS, its Affiliates, and their respective directors, officers, employees and agents (each a “WVUS Indemnified Party”) from and against all Claims to the extent that such Claims arise out of or relate to:

* + 1. The breach of any representation, warranty or covenant by Vendor contained in this Agreement.
    2. The negligent or will acts or omissions of Vendor or its Subcontractors resulting in any bodily injury or death to any person or loss, or damage to tangible or intangible property.
    3. Vendor’s (or Subcontractor’s) infringement, misuse or misappropriate of any third-party IP rights.
    4. Vendor’s (or Subcontractor’s) failure to comply with applicable laws, rules, or regulations. However, Vendor will have no liability under this Section to the comparative extent that Claims result from the negligent or willful acts of a WVUS Indemnified Party.
  1. Indemnification by WVUS. WVUS will defend, indemnify, and hold harmless Vendor, its Affiliates, and their respective directors, officers, employees and agents (each a “Vendor Indemnified Party”) from and against all Claims to the extent that such Claims arise out of or relate to:
     1. The breach of any representation warranty by WVUS related to intellectual property.
     2. The negligent or willful actus or omissions of WVUS resulting in any bodily injury or death to any person, or loss or damage to tangible or intangible property.
     3. WVUS’s failure to comply with applicable laws, rules, or regulations. However, WVUS will have no liability under this Section to the comparative extent that Claims result from the negligent or willful acts of a Vendor Indemnified Party.
  2. Indemnification Procedures. The Indemnified party shall provide the Indemnifying party with the following:
     1. Reasonably prompt notice of Claims.
     2. Permission to answer and defend Claims through mutually acceptable counsel.
     3. Reasonable information and assistance to help the indemnifying party defend Claims at the indemnifying party’s expense.

1. **Liability of the Parties**
   1. Limitation of Liability. Subject to Section 11.2 below, neither party will be liable to the other for any consequential, special, exemplary, or punitive damage (including damages for loss of data, revenue, and/or profits), whether foreseeable or unforeseeable, arising out of this agreement regardless of whether the liability is based on breach of contract, tort, strict liability, breach of warranties or otherwise, and even if the party has been advised of the possibility of those damages. Additionally, neither party’s total aggregate liability to the other party will exceed the actual fees paid by WVUS:
   2. Exceptions to Limitation. The limitations on liability set forth in Section 11.1 do not apply to liability arising from:
      1. A party’s duty to indemnify the other for third-party claims under this Agreement.
      2. A breach of a party’s confidentiality, privacy, data protection, and publicity obligations under this Agreement.
      3. Any infringement, misuse or misappropriation of any IP rights.
      4. Fraud.

**12. Background Investigations**

12.1. General. Vendor warrants that it maintains and enforces a background investigation policy for its employees that perform work at a WVUS location. In addition:

12.1.1. Vendor warrants that it will prohibit any individual under its control from working at a WVUS location if individual has been convicted of a sexual or felony offense within the past 10 years.

12.1.2. Vendor agrees to provide a copy of its background investigation policy to World Vision, if requested.

12.2. Additional Requirement. Vendor agrees to conduct an additional background investigation for any individual under its control who will have access to, or personal contact with a WVUS or Affiliate child beneficiary (less than age 18), will travel internationally to a WVUS or Affiliate location, or have access to World Vision’s systems.

12.2.1. Background investigation must consist of the following screening criteria:

(a) SSN/Address History Verification: Identifies an individual by checking credit based as well as other sources for a matching SSN. Results include address histories, used in the discovery of jurisdictions for the retrieval of other information such as criminal records.

(b) County Criminal Search (all jurisdictions represented in last 10 years of address history shall be searched): Jurisdictional search of court records in any county in the United States.

(c) Office of Foreign Assets Control (OFAC) Search: A check of the OFAC list of Specially Designated Nationals and Blocked Persons lists.

(d) Sex Offender: Search for sexual offenders who are required to register in the state in which they reside.

12.2.2. Finding. An individual is considered to have “Passed” background investigation if:

(a) No evidence is found of individual having any criminal conviction.

(b) Individual is not registered as a sex offender in any state of the United States.

(c) Individual is not listed on any Blocked Persons list issued by the OFAC.

* + 1. Notification. Vendor shall notify WVUS in writing that individual has either “passed” or “not passed” background investigation. No additional information shall be exchanged.
    2. Duration. Individuals require a background investigation every 12 (calendar) months when 12.2 applies.
    3. Foreign Residents. The parties can agree to alternative criteria for conducting background investigations involving individuals that reside outside the United States.

**13. Insurance**

13.1. General. Vendor shall maintain sufficient insurance coverage to meet obligations created by this Agreement and by law. Vendor’s insurance must include the following coverage if the Agreement creates any risks covered by these policies:

13.1.1. Commercial General Liability (occurrence form) including contractual and product liability with a limit of at least $1,000,000 per occurrence.

* + 1. Automobile Liability with limits of at least $1,000,000 per occurrence.
    2. Employer’s Liability with a limit of not less than $1,000,000 per occurrence.
    3. Workers’ Compensation coverage as required by the laws of the jurisdiction in which the work is performed. If any claim for workers’ compensation benefits is asserted against WVUS by any employee, subcontractor, or agent of Vendor, or in the event of death, by their personal representatives, then upon timely written notice from WVUS, Vendor shall undertake to defend WVUS against such claim(s) and will indemnify and hold WVUS harmless from and against any such claim(s).
  1. Professional Liability/Errors and Omissions. Vendor will purchase and maintain professional liability/errors and omissions insurance if the work it performs creates risks generally covered by such a policy. The policy must: (a) have limits of at least $1,000,000 per claim; (b) cover infringement of third-party proprietary rights (including copyright and trademark) if such coverages is reasonably commercially available; (c) have a retroactive coverage date no later than the effective date of the applicable SOW.
  2. Deductible and Proof of Coverage. For all lines of coverage listed above, Vendor must maintain a deductible or retention of no more than $100,000 per occurrence or accident throughout the Term. Upon request, Vendor will provide WVUS with certificate(s) of coverage required by this Section, which name WVUS as an additional ensured for the insurance requirements indicated above before any work commences.

1. **Termination**
   1. Termination for Convenience
      1. Either party may terminate this Agreement, or any SOW, at any time without cause by giving 30 days’ written notice.
      2. If termination for convenience is by WVUS:
         * 1. WVUS is not entitled to any financial credit associated with payments (whether prepaid or not) made under SOW up to and including the date WVUS provides written notice of its intention to terminate.
           2. Vendor may submit invoice at any time after effective date of termination for any commitments or payments Vendor made to Subcontractors detailed in SOW, which Vendor made prior to WVUS’ written notice, including any non-cancelable commitments or non-refundable purchases.
      3. If termination for convenience is by Vendor:
         * 1. Vendor shall refund WVUS, within 30 days of termination date, any pre-paid fees on a pro-rated basis; any materials, supplies, or any other items Vendor purchased under a SOW which were not used.
   2. Termination for Cause
      1. Mutual Right. Either party may terminate this Agreement, or any SOW upon the other party’s material breach of this Agreement. The non-breaching party must give 30 calendar days’ written notice to breaching party for an opportunity to cure its breach. Either party may immediately terminate this Agreement on written notice of a breach of Section 8 (Confidential Information) or Section 9 (Data Security) herein.
      2. WVUS Right. WVUS may terminate this Agreement, or any SOW subject to this Agreement, effective immediately upon written notice if Vendor breached Section 6 (IP and Ownership of Deliverables), Section 8 (Confidential Information), Section 9 (Data Security), Section 10.1 (Representations and Warranties), and Section 13 (Insurance) or if Vendor sells a substantial part of Vendor’s assets to a third party.
   3. Suspension. If Vendor fails to comply with any portion of Sections 7 (Confidential Information) or 8 (Data Security) of this Agreement, WVUS reserves the right to suspend performance of this Agreement (notwithstanding any rights and remedies elsewhere under this Section 13) upon notice to Vendor and continue such suspension until Vendor is brought under compliance.
   4. Survival. The provisions of this Agreement, which, by their terms require performance after the termination or expiration of this Agreement or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement. All indemnity obligations and any applicable indemnification procedures will be deemed to survive the termination or expiration of this Agreement.
2. **General Provisions**
   1. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties, and all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter, are superseded by this Agreement. This Agreement may be modified only by a written document signed by duly authorized representatives of both Parties. In the event of a conflict between any parts of this Agreement not resolved expressly by its terms, the following order of precedence will apply:
3. This Agreement (including links to documents referenced therein).
4. A signed SOW, except if this Agreement or the SOW expressly provides that a particular section of the SOW takes precedence over a particular section of this Agreement.

15.2 WVUS Brand. When applicable to work Vendor performs, Vendor agrees to the provisions for use of the World Vision Brand described at: <http://wvuscontracts.org/wp-content/uploads/2020/03/pdf.WVB-2012.03.11-World-Vision-Brand-rev.pdf>

15.3 WVUS Media. When applicable to work vendor performs, Vendor agrees to the provisions for publicly communicating WVUS media described at: <http://wvuscontracts.org/wp-content/uploads/2024/03/pdf.MS-2012.03.11-Media-Standards.pdf>

* 1. Press Releases and WV Logo. Either party may prepare a public disclosure regarding their business relationship with the other, provided both Parties agree in writing to the final copy prior to its disclosure. Vendor may use World Vision’s logo on its website and in materials for the purpose of disclosing its business relationship with WVUS, only during the period of this Agreement. Vendor shall remove such logos from its website and other materials within 30 days after termination of this Agreement.
  2. Waiver and Severability. The failure of a party to enforce any provision in this Agreement will not be construed as a waiver of such provision or the right of party thereafter to enforce such provision, or any other provision in this Agreement. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
  3. Vendor Code of Conduct & Child Protection. Vendor has read and agrees to comply, and have its Subcontractors comply with the Code of Conduct and Child Protection Behavior Protocols found at: <http://wvuscontracts.org/wp-content/uploads/2020/03/Vendor-Code-of-Conduct-Child-Protection.pdf>

In addition, all adults who have an interaction or access to children or children’s information will act in the best interest of children and will strictly guard against forwarding or allowing disclosure of any information about children, their personally-identifiable information, or their location. If you become aware of any harm or risk to children, you will inform WV immediately.

* 1. Blocked Party, Excluded Party, and Anti-Terrorism.

Vendor will not commit, attempt to commit, advocate, facilitate, or participate in terrorist acts, and has not committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined below. The preceding sentence will not be deemed applicable to material support or resources provided by the Vendor pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury’s Office of Foreign Assets Control (OFAC).

By signing this Agreement, Vendor warrants to the following:

* Vendor is 1) not a Blocked Party as identified on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, 2) nor the United Nations sanctions lists as designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization], available online at the UN’s website: [United Nations Security Council Consolidated List | United Nations Security Council](https://www.un.org/securitycouncil/content/un-sc-consolidated-list), 3) nor an Excluded Party listed in the U.S. Government’s System for Award Management (SAM).

Vendor, to the best of its current knowledge, did not provide within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined below.

Vendor’s employees, subcontractors, and any other individuals under Vendor’s control are not listed in the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons list, the Bureau of Industry and Security's Denied Parties List, the Entry List and the U.S. Government’s Excluded Persons/Entities Lists.

For purposes of this paragraph, “terrorist act” means-

* + - * 1. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
        2. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
        3. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
  1. Relationship of the Parties. The relationship of WVUS and Vendor is that of independent contracting parties and is not and will not be deemed to be any other relationship, including without limitation, that of joint venture, subcontractor, joint employers or principal and agent.
  2. Force Majeure.  Neither party shall be in default under this Agreement if the fulfillment of any terms or provisions of this Agreement are delayed, prevented, or otherwise rendered impossible by fire, explosion, strike, natural disaster, act of God, act of the public enemy, war, act of terrorism, act of any government de jure or de facto or agency or official thereof, public health emergency, government-imposed measures responding to the outbreak of infectious disease, quarantine restrictions related to a  an infectious disease, or any other unforeseeable cause, whether of the kind enumerated or otherwise, beyond the reasonable control of such party. Whenever possible, any schedule or time for performance set out in this Agreement shall be extended as necessary to overcome the effects of such force majeure.
  3. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles.
  4. Attorney Costs. Except as otherwise provided herein, if any action is brought to enforce this Agreement, to collect damages for an alleged breach hereof, or for declaratory judgment hereunder, the party prevailing in such action will be entitled, in addition to any other remedy, to its costs and reasonable attorneys’ fees incurred.
  5. Notices. Any notice or communication permitted or required under this Agreement shall be in writing and shall be delivered by either email or U.S. mail to the contact and address set forth below:

|  |  |
| --- | --- |
| **If to WVUS**:  World Vision, Inc.  Attn: Vendor Contract Solutions (VCS)  P. O. Box 9716 – m/s: 361  34834 Weyerhaeuser Way South  Federal Way, WA 98063-9716  Email: [contracts@worldvision.org](mailto:contracts@worldvision.org) | **If to Vendor:** |

* 1. Vendor understands that WVUS identifies as a religious non-profit organization governed by a statement of faith and conduct policies based on its religious beliefs. Vendor agrees that it will not terminate this Agreement or take any adverse action against WVUS based on same.

**In witness whereof**, WVUS and Vendor agree to the provisions of this MVA by the signatures of their authorized representatives:

**World Vision, Inc.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

Professional Services

Pricing Exhibit

1. Hourly rates for Variable Cost Work will be in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **Title / Role / Activity** | **Hourly Rate / Unit Cost** | **Total Cost** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

2. Fees for Variable Cost Work will be in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **Task / Activity** | **Hourly Rate / Unit Cost** | **Total Cost** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

3. Conditions of Pricing Exhibit:

a. Price Periods. This Pricing Exhibit is fixed for each 12-calendar month period of this Agreement, with the first Price Period commencing upon the date this Agreement is fully executed.

b. The hourly rates and set fees will remain unchanged for additional Fixed Price Periods unless renegotiated under the following conditions:

i. Vendor must notify WVUS of any proposed price changes at least 45 days prior to the end of the current Price Period. Otherwise, the rates and fees remain unchanged and will continue to apply to the next Price Period.

c. The pricing in SOW for project Deliverable remains unchanged regardless of if this Pricing Exhibit is amended.

# EXHIBIT B

**MATRIX – STANDARDS, PROTOCOLS, & REFERENCES**

For context for each document summarized in Table 1 below, refer to the corresponding MVA section. The Standards and Protocols may be updated from time to time, and it is Vendor’s sole responsibility to comply with the most recent version.

Table 1: Standards, Protocols & References

|  |  |  |
| --- | --- | --- |
| **Description** | **Linked Document** | **MVA Section** |
| WVUS Data Security | <http://wvuscontracts.org/wp-content/uploads/2024/03/2020.03.14-Data-Security.pdf> | Section 9 |
| WVUS Data Processing Agreement | <http://wvuscontracts.org/wp-content/uploads/2024/03/Data-Processing-Agreement-2024.02.pdf> | Section 9 |
| WVUS Brand Standards | <http://wvuscontracts.org/wp-content/uploads/2020/03/pdf.WVB-2012.03.11-World-Vision-Brand-rev.pdf> | Section 15, General Provisions |
| WVUS Media Standards | <http://wvuscontracts.org/wp-content/uploads/2024/03/pdf.MS-2012.03.11-Media-Standards.pdf> | Section 15, General Provisions |
| Vendor Code of Conduct & Child Protection Protocol | <http://wvuscontracts.org/wp-content/uploads/2020/03/Vendor-Code-of-Conduct-Child-Protection.pdf> | Section 15, General Provisions |
| Blocked Party & Anti-Terrorism References | * Specially Designated Nationals and Blocked Persons List <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> * United Nations Security Council Consolidated List [United Nations Security Council Consolidated List | United Nations Security Council](https://www.un.org/securitycouncil/content/un-sc-consolidated-list) * UN terrorism conventions internet site <http://untreaty.un.org/English/Terrorism.asp> | Section 15, General Provisions |